113-27 -00 RECC FORM PTO-1595 (Modified) 04-20-2000 Patent and Trademark Office (Rev. 6-93) P OMB No. 0651-0011 (exp.4/94) MAR 2 4 2000 P08/REV01 Tab settings → → To the Honorable Confraissioner of atents and made makes. Please record the attached original documents or copy thereof. 1. Name of conveying party(ies): 2. Name and address of receiving party(ies): Name: KeyBank National Association Johnson & Johnston Associates, Inc. 34929 Curtis Boulevard Internal Address: Eastlake, Ohio 44095 Additional names(s) of conveying party(ies) _____ Yes 3. Nature of conveyance: Merger Street Address: 127 Public Square Assignment Change of Name State: OH ZIP: 44114-1306 Χ Security Agreement City: Cleveland Other Additional name(s) & address(es) Yes Execution: 1/31/00 Application number(s) or registration numbers(s): If this document is being filed together with a new application, the execution date of the application is: A. Patent Application No.(s) Patent No.(s) 4,875,283 Yes X No Additional numbers Name and address of party to whom correspondence 6. Total number of applications and concerning document should be mailed: patents involved: 7. Total fee (37 CFR 3.41):....\$ 40.00 Name: Teresan Wasie Gilbert Benesch, Friedlander, Coplan & Aronoff Χ Enclosed Street Address: 2300 BP America Building Authorized to be charged to deposit account 200 Public Square City: Cleveland State: OH ZIP: 44114 8. Deposit account number: 04/19/2000 DCOATES 00000110 4875283 02-2051 (Attach duplicate copy of this page if paying by deposit account) DO NOT USE THIS SPACE Statement and signature. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Teresan Wasie Gilbert Name of Person Signing

Total number of pages including cover sheet, attachments, and

Original assignment attached to US Patent Recordation Sheet #5,256,474 PATENT

REEL: 010696 FRAME: 0546

INTELLECTUAL PROPERTY COLLATERAL ASSIGNMENT AGREEMENT

1. RECITALS.

JOHNSON & JOHNSTON ASSOCIATES, INC., a New Hampshire corporation (together with its successors and assigns, "Borrower"), is entering into the Credit Agreement, as hereinafter defined, with KEYBANK NATIONAL ASSOCIATION ("Bank").

Borrower understands that Bank is willing to enter into the Credit Agreement and to grant financial accommodations to Borrower thereunder only upon certain terms and conditions, one of which is that Borrower grant to Bank a security interest in and collateral assignment of the Collateral, as hereinafter defined, and this Intellectual Property Collateral Assignment Agreement (as the same may from time to time be amended, restated or otherwise modified, this "Agreement") is being executed and delivered in consideration of each financial accommodation, if any, granted to Borrower by Bank and for other valuable considerations.

- 2. DEFINITIONS. As used in this Agreement, the following terms shall have the following meanings:
 - 2.1. "Assignment" shall mean an Assignment in the form of Exhibit A hereto.
- 2.2. "Collateral" shall mean, collectively, all of Borrower's existing and future (a) patents, patent registrations, patent applications, patent licenses, technology licenses, trade secrets, knowhow, trademarks, trademark registrations, trademark applications, trademark licenses, trade names, service marks, domain names, copyright registrations and copyright licenses, whether federal or state, including, but not limited to, those listed on <u>Schedule 1</u> hereto (as such <u>Schedule 1</u> may from time to time be amended, supplemented or otherwise modified); (b) common law trademark rights, copyrights, improvements and inventions; (c) renewals, proceeds on infringement suits, and rights to sue for past, present and future infringements relating to any of the foregoing; (d) goodwill associated with any of the foregoing; (e) royalties; and (f) proceeds of any of the foregoing.
- 2.3. "Credit Agreement" shall mean the Credit and Security Agreement executed by and between Borrower and Bank and dated as of the 31st day of January, 2000, as the same may from time to time be amended, restated or otherwise modified or replaced.
- 2.4. "Debt" shall mean, collectively, (a) all Loans; (b) all other indebtedness or other obligations now owing or hereafter incurred by Borrower to Bank pursuant to the Credit Agreement and the Notes executed in connection therewith; (c) each renewal, extension, consolidation or refinancing of any of the foregoing, in whole or in part; (d) all interest from time to time accruing on any of the foregoing, and all commitment and other fees payable pursuant to the Credit Agreement; (e) every other liability, now or hereafter owing to Bank (or any affiliate of Bank) by Borrower, and includes, without limitation, every liability, whether owing by only Borrower or by Borrower with one or more others in a several, joint or joint and several capacity, whether owing absolutely or contingently, whether created by note, overdraft, guaranty of payment or other contract or by a quasi-contract, tort, statute or other operation of law, whether incurred directly to Bank (or

such affiliate) or acquired by Bank (or such affiliate) by purchase, pledge or otherwise and whether participated to or from Bank (or such affiliate) in whole or in part; and (f) all costs and expenses, including attorneys' fees, incurred by Bank (or any affiliate of Bank) in connection with the Credit Agreement or in connection with the collection of any portion of the indebtedness or other obligations described in (a), (b), (c), (d) or (e) hereof.

- 2.5. "Event of Default" shall mean an event or condition that constitutes an event of default pursuant to Section 8 hereof.
- 2.6. "GA-TEK" shall mean GA-TEK Inc. (formerly known as Gould Inc.), an Ohio corporation, together with its successors and assigns.
- 2.7. "GA-TEK License" shall mean license granted by Borrower to GA-TEK pursuant to the License Agreement, dated as of April 14, 1993, between Borrower, as licensor and GA-TEK, as licensee, as the same may from time to time be amended, restated or otherwise modified.
- 2.8. "Loan" shall mean any Loan, as defined in the Credit Agreement, granted pursuant to the Credit Agreement.
- 2.9. "Person" shall mean any individual, sole proprietorship, partnership, joint venture, unincorporated organization, corporation, limited liability company, institution, trust, estate, government or other agency or political subdivision thereof or any other entity.

Except as specifically defined herein, capitalized terms used in this Agreement that are defined in the Credit Agreement shall have their respective meanings ascribed to them in the Credit Agreement.

- 3. GRANT OF ASSIGNMENT AND SECURITY INTEREST. In consideration of and as security for the full and complete payment of all of the Debt, Borrower hereby agrees that Bank shall at all times have, and hereby grants to Bank, a security interest in and collateral assignment of all of the Collateral, including (without limitation) all of Borrower's future Collateral, irrespective of any lack of knowledge by Bank of the creation or acquisition thereof.
- 4. REPRESENTATIONS AND WARRANTIES. Borrower represents and warrants to Bank that:
- (a) Borrower owns all of the Collateral and, whether the same are registered or unregistered, no such Collateral has been adjudged invalid or unenforceable.
 - (b) The Collateral is valid and enforceable.
- (c) Borrower has no knowledge of any claim that the use of any of the Collateral does or may violate the rights of any Person.

- (d) Except for liens permitted pursuant to Section 5.9 of the Credit Agreement and except for licenses permitted pursuant to Section 5 hereof, Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Collateral, free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by Borrower not to sue third Persons.
- (e) Borrower has not transferred any interest in or license of the Collateral to any Person within the last five (5) years, other than the GA-TEK License.
- (f) Borrower has full power, authority and legal right to pledge the Collateral and enter into this Agreement and perform its terms.
- (g) Borrower has used, and shall continue to use, for the duration of this Agreement, proper statutory notice in connection with its use of the Collateral, except where the failure to do so will not have a material adverse effect on Borrower.
- 5. FURTHER ASSIGNMENT PROHIBITED. Borrower shall not enter into any agreement that is inconsistent with Borrower's obligations under this Agreement and shall not otherwise sell or assign its interest in, or grant any license or sublicense (other than the GA-TEK License or any sublicense in existence on and granted prior to the date hereof) with respect to, any of the Collateral without Bank's prior written consent. Absent such prior written consent, any attempted sale or license is null and void.
- 6. RIGHT TO INSPECT. Borrower hereby grants to Bank and its employees and agents the right, during regular business hours, to visit any location of Borrower or, if applicable, any other location, and to inspect the products and quality control records relating thereto at reasonable times during regular business hours, at Borrower's expense.
- 7. STANDARD PATENT AND TRADEMARK USE. Neither Borrower nor GA-TEK shall use the Collateral in any manner that would jeopardize the validity or legal status thereof. With respect to the Collateral, Borrower and GA-TEK shall (a) comply with all patent marking requirements as specified in 35 U.S.C. §287, and (b) further conform their respective usage of any trademarks to standard trademark usage, including, but not limited to, using the trademark symbols ®, TM, and SM where appropriate.

8. EVENT OF DEFAULT.

(a) The occurrence of any of the following shall constitute an "Event of Default" under this Agreement (i) if the Debt, or any portion thereof, shall not be paid in full when due and payable, whether due by lapse of time or acceleration of maturity or otherwise, (ii) if an Event of Default, as defined in the Credit Agreement, shall occur under the Credit Agreement, (iii) if Borrower shall fail to fully perform or omit to perform in any material respect any agreement or other provision

contained or referred to in this Agreement, or (iv) if any representation, warranty or statement made in or pursuant to this Agreement, shall be false or erroneous in any material respect.

- (b) Borrower expressly acknowledges that Bank shall record this Agreement with the United States Patent and Trademark Office in Washington, DC. Contemporaneously herewith, Borrower shall also execute and deliver to Bank the Assignment, which Assignment shall have no force and effect and shall be held by Bank, in escrow, until the occurrence of an Event of Default; provided, that, anything herein to the contrary notwithstanding, the security interest and collateral assignment granted herein shall be effective as of the date of this Agreement. After the occurrence of an Event of Default, the Assignment shall take effect immediately upon certification of such fact by an authorized officer of Bank in the form reflected on the face of the Assignment and Bank may, in its sole discretion, record the Assignment with the United States Patent and Trademark Office.
- Borrower irrevocably authorizes and empowers Bank, upon the occurrence of an (c) Event of Default, to terminate Borrower's use of the Collateral and to exercise such rights and remedies as allowed by law. Without limiting the generality of the foregoing, Bank may immediately sell at public or private sale, in a commercially reasonable manner, or otherwise realize upon all or, from time to time, any of the Collateral, together with the associated goodwill, or any interest that Borrower may have therein, and, after deducting from the proceeds of sale or other disposition of the Collateral all reasonable expenses (including all attorneys' fees and brokers' fees), Bank shall apply such proceeds against payment of the Debt. Any remainder of the proceeds, after payment in full of the Debt, shall be distributed in accordance with Chapter 1309 of the Ohio Revised Code. Notice of any sale or other disposition of the Collateral shall be given to Borrower at least ten (10) Business Days before the time of any intended public or private sale or other disposition of the Collateral is to be made, which Borrower hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition Bank may, to the extent permissible under applicable law, purchase the whole or any part of the Collateral sold, free from any right of redemption on the part of Borrower, which right is hereby waived and released.
- 9. ESTOPPEL LETTER. Concurrently with the execution of this Agreement, Borrower shall cause GA-TEK to consent to this Agreement and execute and deliver to Bank an Estoppel Letter, in the form of Exhibit B hereto.
- TERMINATION. At such time as the Debt has been irrevocably paid in full, the Commitment, as defined in the Credit Agreement, terminated, and the Credit Agreement terminated and not replaced by any other credit facility with Bank, this Agreement shall terminate and, upon written request of Borrower, Bank shall execute and deliver to Borrower all deeds, assignments, and other instruments as may be necessary or proper to release Bank's security interest in and assignment of the Collateral and to re-vest in Borrower full title to the Collateral, subject to any disposition thereof that may have been made by Bank pursuant hereto.
- 11. MAINTAINING COLLATERAL; ATTORNEYS' FEES, COSTS AND EXPENSES. Borrower shall have the obligation and duty to perform all acts necessary to maintain or preserve the

Collateral, provided that Borrower shall not be obligated to maintain any Collateral in the event Borrower determines, in the reasonable business judgment of Borrower, that the maintenance of such Collateral is no longer necessary in Borrower's business. Any and all reasonable fees, costs and expenses, of whatever kind or nature, including, without limitation, attorneys' fees and legal expenses incurred by Bank in connection with the amendment and enforcement of this Agreement, all renewals, required affidavits and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Collateral, shall be borne and paid by Borrower, upon demand by Bank, and, until so paid, shall be added to the principal amount of the Debt.

- by Bank in writing, Borrower shall have the duty to prosecute diligently any patent application or trademark application pending as of the date of this Agreement or thereafter until the Debt shall have been paid in full, to file and prosecute opposition and cancellation proceedings and to do any and all acts that are necessary or desirable to preserve and maintain all rights in the Collateral, including, but not limited to, payment of any maintenance fees. Any expenses incurred in connection with the Collateral shall be borne by Borrower. Borrower shall not abandon any Collateral without the prior written consent of Bank, unless such abandonment will not have a material adverse effect on Borrower or such abandonment is in connection with the abandonment of a product or product line.
- 13. BANK'S RIGHT TO ENFORCE. Borrower shall have the right to bring any opposition proceeding, cancellation proceeding or lawsuit in its own name to enforce or protect the Collateral. Bank shall have the right, but shall have no obligation, to join in any such action. Borrower shall promptly, upon demand, reimburse and indemnify Bank for all damages, reasonable costs and expenses, including attorneys' fees, incurred by Bank in connection with the provisions of this Section 12, in the event Bank elects to join in any such action commenced by Borrower.
- 14. POWER OF ATTORNEY. Borrower hereby authorizes and empowers Bank to make, constitute and appoint any officer or agent of Bank as Bank may select, in its exclusive discretion, as Borrower's true and lawful attorney-in-fact, with the power to endorse, after the occurrence of an Event of Default, Borrower's name on all applications, documents, papers and instruments necessary for Bank to use the Collateral, or to grant or issue any exclusive or nonexclusive license under the Collateral to any third party, or necessary for Bank to assign, pledge, convey or otherwise transfer title in or dispose of the Collateral, together with associated goodwill to a third party or parties. Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement.
- 15. BANK'S RIGHT TO PERFORM OBLIGATIONS. If Borrower fails to comply with any of its obligations under this Agreement, Bank, may, but is not obligated to, do so in Borrower's

name or in Bank's name, but at Borrower's expense, and Borrower hereby agrees to reimburse Bank on demand in full for all expenses, including attorneys' fees, incurred by Bank in protecting, defending and maintaining the Collateral.

- 16. ADDITIONAL DOCUMENTS. Borrower shall, upon written request of Bank, enter into such additional documents or instruments as may be required by Bank in order to effectuate, evidence or perfect Bank's interests in the Collateral as evidenced by this Agreement.
- 17. NEW COLLATERAL. If, before the Debt shall have been satisfied in full and the Commitment terminated, Borrower shall obtain rights to any new Collateral, the provisions of Section 1 shall automatically apply thereto as if the same were identified on <u>Schedule 1</u> as of the date hereof and Borrower shall give Bank prompt written notice thereof.
- 18. MODIFICATION FOR NEW COLLATERAL. Borrower hereby authorizes Bank to modify this Agreement by amending <u>Schedule 1</u> to include any future Collateral as contemplated by Sections 1 and 17 hereof and, at Bank's request, Borrower shall execute any documents or instruments required by Bank in order to modify this Agreement as provided in this Section 18, provided that any such modification to <u>Schedule 1</u> shall be effective without the signature of Borrower.
- 19. NO WAIVER. No course of dealing between Borrower and Bank, nor any failure to exercise, nor any delay in exercising, on the part of Bank, any right, power or privilege hereunder or under any of the Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.
- 20. REMEDIES CUMULATIVE. All of the rights and remedies of Bank with respect to the Collateral, whether established hereby or by the Loan Documents, or by any other agreements or by law shall be cumulative and may be executed singularly or concurrently.
- 21. SEVERABILITY. The provisions of this Agreement are severable, and, if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.
- 22. MODIFICATIONS. Subject to Section 18 hereof, this Agreement may be amended or modified only by a writing signed by Borrower and Bank. In the event that any provision of this Agreement is deemed to be inconsistent with any provision of any other document, other than the Credit Agreement, the provisions of this Agreement shall control.
- 23. ASSIGNMENT AND SUCCESSORS. This Agreement shall not be assigned by Borrower without the prior written consent of Bank. This Agreement shall bind the successors and

26. JURY TRIAL WAIVER. BORROWER AND BANK, TO THE EXTENT PERMITTED BY LAW, EACH WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, BETWEEN BANK AND BORROWER, ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS AGREEMENT OR ANY NOTE OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION THEREWITH OR THE TRANSACTIONS RELATED THERETO. THIS WAIVER SHALL NOT IN ANY WAY AFFECT, WAIVE, LIMIT, AMEND OR MODIFY BANK'S ABILITY TO PURSUE REMEDIES PURSUANT TO ANY CONFESSION OF JUDGMENT OR COGNOVIT PROVISION CONTAINED IN ANY NOTE, OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT BETWEEN BORROWER AND BANK.

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the 31st day of January, 2000.

JOHNSON & JOHNSTON ASSOCIATES, INC.

By: A luke OC. Jan J

Acknowledged and consented to as of the 31st day of January, 2000, by:

GA-TEK INC.

By: Aleka C C Vay
Title: Service Vice President

ACKNOWLEDGMENTS

THE STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

BEFORE ME, the undersigned authority, on this day personally appeared Michael Vensey, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said JOHNSON & JOHNSTON ASSOCIATES, INC., a New Hampshire corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 31st day of January, 2000.

JOHN E. MAZEY NOTARY PUBLIC

My Commission Has No Expiration

Schedule I

Intellectual Property

- 1. See the attached matrix for a list of the Borrower's patents and the status thereof.
- 2. The Borrower has registered the trade name "JJA" in New Hampshire.
- 3. The Borrower has registered the trademark "CAC" for metallic laminate used as a component in the manufacture of printed circuit boards on the Principal Register of the United States Patent and Trademark Office (Reg. No. 1,800,591).
- 4. The Borrower's licensed interest in software is attached hereto.
- 5. The Borrower's Intellectual Property Rights are subject to the following:
 - (a) License Agreement between the Borrower and Gould dated April 14, 1993.
 - (b) Trademark License Agreement between the Borrower and Gould dated June 25, 1993.
 - (c) Amendment to License Agreement and Trademark License Agreement between the Borrower and Gould dated May 29, 1996.
 - (d) Amended and Restated Patent Assignment and Security Agreement between the Borrower and Gould dated May 29, 1996.
 - (e) Pending litigation, related judgment and pending appeal by RE Services and Mark Frater.
 - (f) Strategic Alliance Agreement among the Borrower, Gould and others dated April 14, 1993.
 - (g) Amendment to Strategic Alliance Agreement, dated as of May 29, 1996, by and among, the Borrower, Gould and others.

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JOHNSON & JOHNSTON ASSOCIATES, INC.

February 12, 1998

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DECEMBER 1999

Prepared by

Hamilton, Brook, Smith & Reynolds, P.C.

DOCKET LETTER CODE:

X, Y, Z = Divisional

A = Continuation or C-1-P
P = Provisional

Prime (") or P = Continued Presecution Application (CPA)

This summary is confidential information of the client for internal informational purposes only and is subject to frequent change. NOTE:

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James A. Johnston

NOTE: This summary is confidential information of the client for internal informational purposes only and is subject to frequent charge.

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James A. Johnston

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TOTAL P.16

Typical Workstation: (Actual inventory attached)

ATX CASE w/200watt ps

Celeron 400

64SDRAM

4.3gb HD

4mbAGP

3.5 " floppy

17" monitor

100mb nic Card

Pentium processor / BX Motherboard

Award bios

Win98SE

Office 97 Pro

AVP Virus Software

Databases -

Access 2.0 / 7.0

Pervasive 7

FIX / MMI - Engineering Lines

Custom Applications -

Access 2.0

Visual Basic

Fix 32 MMI Apps

Business systems -

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MAX, by Kewill MRP

Sales order entry

MRP

Inventory control

Shop floor control

Raw Material/ finished goods Data – access Inventory control
Shipping Purchasing

• Custom Code in all modules written in VB / Access 2.0

FINANCE -

Great Plains Dynamics – Crystal/Access/F9 – Report Writing

Fix 32 MMI – Man Machine Interface ← Runs on NT

Engineering -

AutoCad CadKey Solidworks

HR-

Payroll - ADP for windows

Shipping — Yellow freight

Workstation printers
HP Color/Black-white

Fax Machines
-HP Color Fax

Engineering Server

- 450Mhz PII Pentium Microprocessor
- 256MB RAM
- 8x CD Burner
- NT Server 4.0
- SCSI CD-ROM

MIS Server

- 450Mhz PII Pentium Microprocessor
- 256MB RAM
- 8x CD Burner
- NT Server 4.0
- SCSI CD-ROM

HR Server

- 450Mhz PII Pentium Microprocessor
- 256MB RAM
- 8x CD Burner
- NT Server 4.0
- SCSI CD-ROM

Network Hardware:

CAT- 5 Cabling throughout building 12 Pair Fiber going to Old JJA 2 12 Pair fiber going to new JJA building 3com 100MB NIC

(8) 100MB 12 port Hubs 3COM Cabletron T1 Router

(2) 10/100 Smart Switch 3COM

Network Printers

- HP 5M Color Laser Printer
- HP 8100N Black/White Laser Printer
- Canon GP200 Copier/Printer
- HP 4000N Black/White Laser Printer
- Design Jet 600 Plotter
- HP 800series Color Deskjet

Copy Machines

- Cannon Office series

Servers

Main Server

- 2 450 PIII
- 1 gigabyte RAM
- 18G IBM Hard drive
- Super Micro Dual Processor. Board
- 4mb video
- floppy 3.5 "
- CD-ROM
- 2940 SCSI
- Dat drive (backup system)
- 100M NIC

Novell 5 / Client32

Web Server

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- Dual 300 PII
- 128 MB Ram
- (2) Cheetah 9.0gb SCSI
- Backoffice Web software
- Mailbeamer E-Mail

RF Networking –
-Bar Code Readers (American Microsystems)

The above hardware/firmware/OS/utilities/application software known as the MIS systems are Year 2000 compliant

VOICEMAIL / Phone System

Executone 3672 Phone / voicemail 12 phone lines 71 extensions Auto/Manual Attendant

Voicemail-

Infostar VX/2 designed for 3672 series phone systems

Y2K Compliance

- Our phone and voicemail system is not Y2K compliant, however, this is not a critical issue, on Jan 1 200, we will set our clock to Jan 1 1994 and maintain the 94 calendar until Feb 28th, on Feb 29 we will se the date to feb28 1995 and maintain that calendar. Because of phone and voice mail systems do not display years our only inconvenience will be messages stored on feb29, will have envelope info that will reflect feb 28th we feel that this is a minor inconvenience that will be blind to most users.

EXHIBIT A

FORM OF ASSIGNMENT

THIS DOCUMENT SHALL BE HELD BY BANK IN ESCROW PURSUANT TO AND IN ACCORDANCE WITH THE PROVISIONS OF THE INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT, DATED AS OF JANUARY 31, 2000, EXECUTED BY JOHNSON & JOHNSTON ASSOCIATES, INC. ("BORROWER") IN FAVOR OF KEYBANK NATIONAL ASSOCIATION (TOGETHER WITH ITS SUCCESSORS AND ASSIGNS, "BANK") (THE "AGREEMENT"). BY SIGNING IN THE SPACE PROVIDED BELOW, THE UNDERSIGNED OFFICER OF BANK CERTIFIES THAT AN EVENT OF DEFAULT (AS DEFINED IN THE AGREEMENT) HAS OCCURRED AND THAT BANK HAS ELECTED TO TAKE POSSESSION OF THE COLLATERAL (AS DEFINED BELOW) AND TO RECORD THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE. UPON RECORDING OF THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE, THIS LEGEND SHALL CEASE TO HAVE ANY FORCE OR EFFECT.

By:	
Print Name:	
Title:	
Date:	

KEYBANK NATIONAL ASSOCIATION

ASSIGNMENT

WHEREAS, JOHNSON & JOHNSTON ASSOCIATES, INC., a New Hampshire corporation ("Borrower"), is the owner of the Collateral, as hereinafter defined;

WHEREAS, Borrower has executed an Intellectual Property Collateral Assignment Agreement, dated as of January 31, 2000 (as the same may from time to time be amended, restated or otherwise modified, the "Agreement") in favor of KEYBANK NATIONAL ASSOCIATION ("Bank"), pursuant to which Borrower has granted to Bank a security interest in and collateral assignment of the Collateral as security for the Debt, as defined in the Agreement;

WHEREAS, the Agreement provides that the security interest in and collateral assignment of the Collateral is effective as of the date of the Agreement;

WHEREAS, the Agreement provides that this Assignment shall become effective upon the occurrence of an Event of Default, as defined in the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound hereby, Borrower, its successors and assigns, subject to the limitations stated in the paragraph immediately following, does hereby transfer, assign and set over unto Bank, its successors, transferees and assigns, all of its existing and future (a) patents, patent registrations, patent applications, patent licenses, technology licenses, trade secrets, know-how, trademarks, trademark registrations, trademark applications, trademark licenses, trade names, service marks, domain names, copyright registrations and copyright licenses, whether federal or state; (b) common law trademark rights, copyrights, improvements and inventions; (c) renewals, proceeds on infringement suits, and rights to sue for past, present and future infringements relating to any of the foregoing; (d) goodwill associated with any of the foregoing; (e) royalties; and (f) proceeds of any of the foregoing (collectively, the "Collateral"), including, but not limited to, the Collateral listed on Schedule 1 hereto that is registered in the United States Patent and Trademark Office in Washington, D.C. or that is the subject of pending applications in the United States Patent and Trademark Office in Washington, D.C. or that is the subject of pending applications in the United States Patent and Trademark Office.

This Assignment shall be effective only upon the certification of an authorized officer of Bank, as provided above, that (a) an Event of Default, as defined in the Agreement, has occurred, and (b) Bank has elected to take actual title to the Collateral.

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed by its duly authorized officer on January 31, 2000.

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ATTEST.	INC.
	By:
Printed Name:	Title:
THE STATE OF OHIO) SS:	
COUNTY OF CUYAHOGA)	
· · · · · · · · · · · · · · · · · · ·	authority, on this day personally appeared person and officer whose name is subscribed to the
JOHNSTON ASSOCIATES, INC., a New Ha	e that the same was the act of the said JOHNSON & impshire corporation, and that he executed the same ses and consideration therein expressed, and in the
GIVEN UNDER MY HAND AND SE	EAL OF OFFICE this 31st day of January, 2000.
	NOTARY PUBLIC

SCHEDULE 1 TO EXHIBIT A

13

Schedule I

Intellectual Property

- 1. See the attached matrix for a list of the Borrower's patents and the status thereof.
- 2. The Borrower has registered the trade name "JJA" in New Hampshire.
- 3. The Borrower has registered the trademark "CAC" for metallic laminate used as a component in the manufacture of printed circuit boards on the Principal Register of the United States Patent and Trademark Office (Reg. No. 1,800,591).
- 4. The Borrower's licensed interest in software is attached hereto.
- 5. The Borrower's Intellectual Property Rights are subject to the following:
 - (a) License Agreement between the Borrower and Gould dated April 14, 1993.
 - (b) Trademark License Agreement between the Borrower and Gould dated June 25, 1993.
 - (c) Amendment to License Agreement and Trademark License Agreement between the Borrower and Gould dated May 29, 1996.
 - (d) Amended and Restated Patent Assignment and Security Agreement between the Borrower and Gould dated May 29, 1996.
 - (e) Pending litigation, related judgment and pending appeal by RE Services and Mark Frater.
 - (f) Strategic Alliance Agreement among the Borrower, Gould and others dated April 14, 1993.
 - (g) Amendment to Strategic Alliance Agreement, dated as of May 29, 1996, by and among, the Borrower, Gould and others.

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STATUS REPORT

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JOHNSON & JOHNSTON ASSOCIATES, INC.

February 12, 1998

(PAPATED

6661 DECEMBER

Prepared by

Hamilton, Brook, Smith & Reynolds, P.C.

DOCKET LETTER CODE:

A - Continuation or C-1-P X, Y, Z = Divisional

P = Provisional

Prime (?) or P = Continued Prosecution Application (CPA)

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James A. Johnston Albert H. Bergun

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JOHNSON & JOHNSTON ASSOC. STATUS REPORT - FOREIGN

Typical Workstation: (Actual inventory attached)

ATX CASE w/200watt ps

Celeron 400

64SDRAM

4.3gb HD

4mbAGP

3.5 " floppy

17" monitor

100mb nic Card

Pentium processor / BX Motherboard

Award bios

Win98SE

Office 97 Pro

AVP Virus Software

Databases -

Access 2.0 / 7.0

Pervasive 7

FIX / MMI – Engineering Lines

Custom Applications -

Access 2.0

Visual Basic

Fix 32 MMI Apps

Business systems -

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MAX, by Kewill MRP

Sales order entry

MRP

Inventory control

Shop floor control

PATENT

Raw Material/ finished goods Data – access Inventory control
Shipping Purchasing

• Custom Code in all modules written in VB / Access 2.0

FINANCE -

Great Plains Dynamics – Crystal/Access/F9 – Report Writing

Fix 32 MMI - Man Machine Interface ← Runs onNT

Engineering -

AutoCad CadKey Solidworks

HR-

Payroll - ADP for windows

Shipping –

Yellow freight

Workstation printers
HP Color/Black-white

Fax Machines
-HP Color Fax

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Engineering Server

- 450Mhz PII Pentium Microprocessor
- 256MB RAM
- 8x CD Burner
- NT Server 4.0
- SCSI CD-ROM

MIS Server

- 450Mhz PII Pentium Microprocessor
- 256MB RAM
- 8x CD Burner
- NT Server 4.0
- SCSI CD-ROM

HR Server

- 450Mhz PII Pentium Microprocessor
- 256MB RAM
- 8x CD Burner
- NT Server 4.0
- SCSI CD-ROM

Network Hardware:

1

CAT- 5 Cabling throughout building 12 Pair Fiber going to Old JJA 2 12 Pair fiber going to new JJA building 3com 100MB NIC

(8) 100MB 12 port Hubs 3COMCabletron T1 Router(2) 10/100 Smart Switch 3COM

Network Printers

- HP 5M Color Laser Printer
- HP 8100N Black/White Laser Printer
- Canon GP200 Copier/Printer
- HP 4000N Black/White Laser Printer
- Design Jet 600 Plotter
- HP 800series Color Deskjet

Copy Machines

- Cannon Office series

Servers

Main Server

- 2450 PIII
- 1 gigabyte RAM
- 18G IBM Hard drive
- Super Micro Dual Processor. Board
- 4mb video
- floppy 3.5 "
- CD-ROM
- 2940 SCSI
- Dat drive (backup system)
- 100M NIC

Novell 5 / Client32

Web Server

1

- Dual 300 PII
- 128 MB Ram
- (2) Cheetah 9.0gb SCSI
- Backoffice Web software
- Mailbeamer E-Mail

RF Networking –
-Bar Code Readers (American Microsystems)

The above hardware/firmware/OS/utilities/application software known as the MIS systems are Year 2000 compliant

VOICEMAIL / Phone System

Executone 3672 Phone / voicemail 12 phone lines 71 extensions Auto/Manual Attendant

Voicemail-

Infostar VX/2 designed for 3672 series phone systems

Y2K Compliance

1

- Our phone and voicemail system is not Y2K compliant, however, this is not a critical issue, on Jan 1 200, we will set our clock to Jan 1 1994 and maintain the 94 calendar until Feb 28th, on Feb 29 we will se the date to feb28 1995 and maintain that calendar. Because of phone and voice mail systems do not display years our only inconvenience will be messages stored on feb29, will have envelope info that will reflect feb 28th we feel that this is a minor inconvenience that will be blind to most users.

EXHIBIT B

FORM OF ESTOPPEL LETTER

KeyBank National Association 127 Public Square Cleveland, Ohio 44114

Re: License Agreement, dated as of April 14, 1993, by and between Johnson & Johnston Associates, Inc. and GA-TEK INC. (formerly known as Gould Inc.)

Ladies and Gentlemen:

Reference is made to the Credit and Security Agreement, dated as of January 31, 2000, between Borrower and KeyBank National Association "(Bank") (as the same may from time to time be amended, restated or otherwise modified or replaced, the "Credit Agreement"), pursuant to which Bank will grant financial accommodations to Borrower upon certain terms and conditions.

In connection with the Credit Agreement, Borrower has executed and delivered to Bank an Intellectual Property Collateral Assignment Agreement, dated as of January 31, 2000 (as the same may from time to time be amended, restated or otherwise modified, the "Intellectual Property Agreement"), pursuant to which Borrower has granted to Bank a security interest in and collateral assignment of the Collateral, as defined in the Intellectual Property Agreement.

Pursuant to the terms and conditions of the License Agreement, dated as of April 14, 1993 (as the same may from time to time be amended, restated or otherwise modified, the "License Agreement"), between Borrower, as licensor and GA-TEK INC. (formerly known as Gould Inc.) ("GA-TEK"), as licensee, Borrower has granted to GA-TEK a license of some of the Collateral subject to the Intellectual Property Agreement, including, but not limited to the Patent Rights (as defined in the License Agreement) and the Technical Know-How (as defined in the License Agreement) (the Patent Rights and the Technical Know-How, together with any other rights licensed to GA-TEK pursuant to the License Agreement, are collectively referred to herein as the "Licensed Assets").

GA-TEK understands that Bank is willing to enter into the Credit Agreement and to grant financial accommodations to Borrower thereunder only upon certain terms and conditions, one of which is that GA-TEK execute and deliver to Bank this Estoppel Letter.

In consideration of the foregoing, GA-TEK hereby certifies to and agrees with Bank as follows:

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- 1. A copy of the License Agreement is attached hereto as <u>Exhibit A</u>. The License Agreement is in full force and effect, has not been modified or amended, and is enforceable in accordance with its terms.
- 2. Except as permitted pursuant to the License Agreement, GA-TEK has not assigned or transferred and will not assign and transfer any of its rights under the License Agreement. Except as permitted pursuant to the License Agreement, GA-TEK has not granted any sublicense in any of the Licensed Assets, or any portion thereof.
- 3. Neither GA-TEK nor, to the best of GA-TEK's knowledge, Borrower is in default of any term or provision of the License Agreement.
- 4. After receipt by GA-TEK of written notice after an Event of Default from Bank, GA-TEK will make any royalty or other payments due under the License Agreement directly to Bank. GA-TEK will cooperate with Bank with respect to any assumption by Bank of Borrower's rights under the License Agreement.
- 5. By signing below, GA-TEK acknowledges the terms of, and consents to, the Intellectual Property Agreement.
- 6. GA-TEK represents and warrants that the execution by Borrower of the Intellectual Property Agreement and the performance of Borrower's obligations thereunder will not result in or cause a default under the License Agreement.

GA-TEK acknowledges that Bank will rely upon the matters set forth herein in making loans to Borrower under the Credit Agreement. This Estoppel Letter shall inure to the benefit of, and may be relied upon by, Bank and its successors and assigns.

Dated this day of, 2000.	
	GA-TEK INC.
	By: Title:

January 31, 2000 1:56pm—jm5 CLE:25440\1 -814902 Ver9

RECORDED: 03/24/2000